SHC, L.P. P. O. BOX 308 WOOD RIVER, IL 62095

Ms. Mildred Lee Interstate Commerce Commission 12% Constitution Av., NW Rm 2303 Washington, D.C. 20422 August 21,1991 17516

SEP 4 1991 -9 30 AM

INTERSTATE CONVERCE COMPISSION

Dear Ms. Lee:

Please accept this transmittal letter, enclosed pertinent documents, and \$15.00 fee in order to obtain a Security Lien Agreement and recordization number.

The leassor in this transaction is SHC, L.P. of P. O. Box 308, Wood River, Illinois, 62095, and as of this date no leasee exists.

Also enclosed is an amendment for notification of railcar number charges and \$15.00 fee.

Sincerely,

David Jump (618)251-6262

DJ:nh

SE H SE H 138

## Interstate Commerce Commission Washington, P.C. 20423

OFFICE OF THE SECRETARY

David Jump

SHC, L.P.

P.O.Box 308

Wood River, IL. 62095

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 9"30am U.S.C. 11303, on 9/4/91 at , and assigned recordation number(s) · 17516 & 17517

Sincerely yours,

Sidney L. Strickland, Jr. Secretary

# . 17516

SEP 4 1991 -9 20 AM

INTERSTATE COMMISSION August 19th, 1991

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Ms. Mildred Lee
Interstate Commerce Commission
12X Constitution Ave, NW
Rm 2303
Washington D.C., 20422

1-233A022

Dear Ms. Lee,

Per our conversation on Monday 8/19/91, I am enclosing the requested documents in order to obtain a Security Lien Agreement, and recordization numbers.

Enclosed is the L&S Agreement- one original notorized, (that we need returned), one copy, and \$15.00.

Also enclosed is an amendment for notification of railcar number changes. One column is the oldnumbers, and one the new numbers.

Sincerely,

Dave Jomp

(618)251-6262

RECORDATION NO \_\_\_\_\_\_ FILED LAZE

## LOAN AND SECURITY AGREEMENT SEP 4 1991 -9 ac AM

LOAN AGREEMENT, dated as of \( \lambda \frac{3}{\infty} \), 199\( \frac{0}{\infty} \), between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee of the David L. Jump Individual Retirement Account (the "Lender"), and SHC LIMITED PARTNERSHIP, an Illinois limited partnership (the "Borrower").

WHEREAS, Borrower wishes to borrow, and Lender wishes to lend to Borrower loans in an aggregate principal amount not to exceed \$720,000 (the "Loans"); and

WHEREAS, the obligations of Borrower hereunder shall be evidenced by a promissory note substantially in the form attached hereto as Exhibit A (hereinafter "Borrower's Note") and secured by a security interest in the Collateral as defined below;

NOW, THEREFORE, in consideration of the premises and in order to induce Lender to make the Loans, Borrower and Lender hereby agree as follows:

- SECTION 1. <u>Funding of Loans; Conditions Precedent to</u> Funding.
- (a) Funding of Loans. Upon the terms and subject to the conditions of this Agreement, and in reliance upon the representations, warranties and covenants of Borrower contained herein, Lender agrees to fund to Borrower such sums, not to exceed \$720,000 (Seven Hundred Twenty Thousand Dollars) in the aggregate; as Borrower may request ("Advances") by submission to Lender of a written notice of borrowing. Upon fulfillment of the conditions set forth in subsection 1(b) hereof, Lender shall make available to Borrower by certified or cashier's check, or by wire transfer, the amount of the Advance specified in such notice of borrowing.
- (b) <u>Conditions Precedent to Funding</u>. The obligation of Lender to fund the Loans is subject to the following conditions precedent:
- (i) Lender shall have received on or before the date hereof the following, each as of the date hereof, in form and substance satisfactory to Lender:
- (A) a copy of the resolutions of the general partner of Borrower authorizing the execution, delivery and performance of this Agreement, certified by the Secretary of Borrower, which certificate shall state that such resolutions are in full force and effect on the date hereof;
- (B) the Borrower's Note, duly executed by Borrower; and

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(C) any and all necessary documents, necessary to perfect and to continue as perfected Lender's security interest in the Collateral as defined in Section 5 below.

(ii) The representations and warranties contained in Section 6 of this Agreement shall be true and correct on the date hereof and on the date each Advance is to be made, and Lender shall have received a certificate signed by a duly authorized officer of Borrower to such effect.

(iii) No Event of Default (as defined in Section 8 below) has occurred and is continuing, or would result from the issuance of Borrower's Note.

SECTION 2. <u>Borrower's Note</u>. Borrower agrees to issue, and its obligations hereunder shall be evidenced by, the Borrower's Note in the form of Exhibit A hereto, payable to the order of Lender, duly executed on behalf of Borrower and dated the date hereof. Prior to maturity, Borrower's Note shall bear interest at a rate equal to the greater of (x) and (y) where (x) equals ten percent (10%) per annum; and (y) equals the lesser of (A) ninety percent (90%) of the gross income (before reduction for depreciation and taxes) of Borrower during any quarterly interest payment period, and (B) eighty-five percent (85%) of the gross revenues of Borrower during any quarterly interest payment period; <u>provided</u>, however, that in no event shall the interest exceed:

\$450,000 during the first year of Borrower's Note \$525,000 during the second year of Borrower's Note \$600,000 during the third year of Borrower's Note \$675,000 during the fourth year of Borrower's Note \$750,000 during the fifth year of Borrower's Note or thereafter,

nor shall interest be less than \$72,000 in any such year.

After maturity, whether by acceleration or otherwise, any amount of principal which is not paid when due shall bear interest and, to the extent permitted by law, overdue interest in respect of such principal amount shall bear interest (including postpetition interest in any proceeding under bankruptcy law) at the rate applicable before maturity or the time when such payments of principal or interest become otherwise due hereunder.

The principal amount of Borrower's Note shall be repayable in one (1) installment on the fifth anniversary of the date of Borrower's Note. Prior to maturity, interest on Borrower's Note shall be payable quarterly in arrears on the first business day of each of April, July, October and January, and at maturity, commencing with the first of such dates to occur after the date

with

of Borrower's Note. After maturity, whether by acceleration or otherwise, accrued interest shall be payable upon demand.

All interest provided for in Borrower's Note shall be computed on the basis of the actual number of days elapsed over a year consisting of 365 or 366 days, as the case may be.

Each payment of principal and interest shall be made in lawful money of the United States of America in immediately available funds to the Lender at 33 North LaSalle Street, Chicago, Illinois 60602.

SECTION 3. <u>Prepayments</u>. Borrower shall have no right to prepay Borrower's Note in whole or in part.

SECTION 4. Obligations Absolute. Except as hereinafter provided, the obligations of Borrower under this Agreement shall be absolute, unconditional and irrevocable and shall be paid and performed strictly in accordance with the terms of this Agreement under all circumstances whatsoever.

### SECTION 5. Collateral.

- (a) <u>Security Interest</u>. To secure the payment of Borrower's indebtedness evidenced by Borrower's Note, Borrower hereby grants a continuing security interest in favor of Lender in certain railcars (the "Collateral") as more particularly described on Exhibit B hereto.
- (b) Preservation of Collateral and Perfection of Security Interests Therein. Borrower shall execute and deliver to Lender, concurrently with the execution of this Agreement, and at any time or times hereafter at the request of Lender, all financing statements or other documents as Lender may request necessary to perfect and keep perfected the security interest in the Collateral granted by Borrower to Lender, or to otherwise protect and preserve the Collateral and Lender's security interest therein, including without limitation any and all documents necessary to be filed with the Interstate Commerce Commission.
- SECTION 6. <u>Representations and Warranties</u>. Borrower represents and warrants as follows:
- (a) <u>Organization</u>. Borrower is a duly formed and validly existing Illinois limited partnership in good standing under the laws of the State of Illinois.
- (b) <u>Authorization</u>. The execution, delivery and performance by Borrower of this Agreement and the Borrower's Note are within Borrower's partnership powers, have been duly authorized by all necessary action, do not contravene (i) the Borrower's limited partnership agreement or (ii) any law or

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contractual restriction of any kind or any obligation for borrowed money binding on or affecting Borrower or its property, and do not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its properties, except as contemplated by this Agreement.

- (c) <u>Validity</u>. This Agreement is a valid and legally binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally.
- (d) <u>Collateral</u>. Borrower has full right, title and interest to the Collateral, and the Collateral is and will continue to be owned by Borrower, has been fully paid for and is free and clear of all security interests, liens, claims and encumbrances.
- (e) <u>Principal Place of Business</u>. As of the date hereof, Borrower's principal place of business is located at 115 Executive Drive, Suite 105D, Highland, Illinois 62249.
- SECTION 7. <u>Covenants of Borrower</u>. Borrower covenants and agrees:
- (a) not to merge or consolidate into or with any other person or entity, or sell, assign, lease, transfer or otherwise dispose of all or substantially all of its assets to any other person or entity without the prior written consent of Lender;
- (b) not to sell or offer to sell or rent, lease or encumber the Collateral, or otherwise dispose of the Collateral or any of Lender's rights therein, without the prior written consent of Lender;
- (c) not to permit (i) any other security interest or lien to attach to the Collateral, (ii) the Collateral to be levied upon under any legal process, or (iii) any other act or event to occur that may impair the value of the Collateral or the security interest created in favor of the Lender by this Agreement;
- (d) to keep all property, including without limitation, the Collateral, useful and necessary in its business in good working order and condition; to maintain with financially sound and reputable insurance companies, insurance on all its property, including without limitation, the Collateral, in at least such amounts and against at least such risks as are usually insured against in the same general area by persons of established repute engaged in the same or a similar business and as acceptable to Lender;

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- (e) to pay all taxes and assessments which are, or may be levied against, or which will or may constitute a lien upon, the Collateral or any part thereof, promptly after the same shall become due and payable; and
- (f) to maintain at all times books, records and accounts which fairly present the financial position of Borrower in conformity with generally accepted accounting principles; and to permit representatives of Lender to examine and make abstracts from any of its books and records and to discuss the affairs, finances and accounts with its officers, employees and independent public accountants, all at such reasonable times and as often as may reasonably be desired.
- SECTION 8. Events of Default. Upon the occurrence of any of the following events (herein referred to as an "Event of Default"), unless waived by Lender pursuant to Section 8 hereof:
- (a) Borrower fails to make payment of the principal of, or interest on, the Borrower's Note when due and payable;
- (b) Borrower fails to perform, keep or observe, any term, provision, covenant, condition, warranty or representation contained in this Agreement and not listed in (a) above or in the Borrower's Note which is required to be performed, kept or observed by Borrower, and any such failure shall continue for a period of thirty (30) days after notice by Lender of such failure;
- (c) the occurrence of a default or an event of default under any agreement, instrument or document heretofore, now or at any time hereafter delivered by or on behalf of Borrower to Lender (i) for borrowed money or (ii) with respect to Borrower's obligations hereunder;
- (d) the occurrence of a default or an event of default under any agreement, instrument or document now or at any time hereafter delivered to Lender by any guarantor of Borrower's obligations hereunder;
- Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of itself or of its property, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated a bankrupt or insolvent, or (v) commence a voluntary case under the federal bankruptcy laws of the United States of file voluntary petition or answer America or а seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency



proceeding; or corporate or other action shall be taken by it for the purpose of effecting any of the foregoing; or

if without the application, approval or consent of (f) Borrower, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking in respect of Borrower an order for relief or an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of Borrower or of all or any substantial part of its assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Borrower in good faith, the same shall (i) nevertheless result in the entry of an order for relief or in any such adjudication or appointment or (ii) continue undismissed, or pending and unstayed, for any period of sixty (60) consecutive days;

then, in any such event, Lender may, (i) by written notice to Borrower, declare the obligations of Borrower under the Borrower's Note and Section 2 hereof to be forthwith due and payable, whereupon the same shall become due and payable without demand, presentment, protest or further notice of any kind, all of which are hereby expressly waived; and/or (ii) pursue any other remedy available to it under this Agreement or otherwise, including without limitation, any and all rights of enforcement under the Uniform Commercial Code and/or the Interstate Commerce Act.

SECTION 9. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 10. Notices. Except as expressly provided for herein, all notices and other communications provided for hereunder shall be in writing and, if to Borrower, addressed to it, 115 Executive Drive, Suite 105D, Highland, Illinois 62249, Attention: Fred L. Parsons or if to Lender, addressed to it at 33 North LaSalle Street, Chicago, Illinois 60602, Attention: Trust Department, or as to each party as stated in a written notice to the other party. All such notices and other communications shall be effective when deposited in the mails, addressed as aforesaid.

SECTION 11. No Waiver; Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other further exercise thereof or the exercise of any other right. The

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remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 12. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

SECTION 13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts to be performed in said state.

SECTION 14. <u>Headings</u>. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

SECTION 15. <u>Counterparts</u>. This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee of the David L. Jump Individual Retirement Account

IKUST OFFICER

By ?

"OFFICIAL SEAL"
JODY K. GIRDLER
NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 3/9/94

Title:

SHC LIMITED PARTNERSHIP

Title: General Partner

AB

#### PROMISSORY NOTE

Nec. 31, 1990

FOR VALUE RECEIVED, SHC Limited Partnership, an Illinois limited partnership ("Borrower"), promises to pay to the order of American National Bank and Trust Company of Chicago, as Trustee of the David L. Jump Individual Retirement Account ("Lender") the unpaid principal amount of Borrower's Loans (as defined in that certain Loan and Security Agreement dated (12 3/1, 1990) by and between Borrower and Lender, the "Loan Agreement") in accordance with the Loan Agreement, together with interest on the principal amount remaining unpaid hereunder from time to time outstanding from the date hereof until such principal amount is paid. The principal amount of Borrower's Loans evidenced by this Note shall be paid in one installment on (12 3/1), 1995.

Prior to maturity, the unpaid principal amount hereof shall bear interest payable at the times specified and at the rates per annum set forth in the Loan Agreement. After maturity, whether by acceleration or otherwise, any amount of principal hereof which is not paid when due shall bear interest and, to the extent permitted by law, overdue interest in respect of such principal amount shall bear interest (including post-petition interest in any proceeding under bankruptcy law) payable at the times specified and at the rate per annum set forth in the Loan Agreement.

All interest provided for herein shall be computed on the basis of the actual number of days elapsed over a year consisting of 365 or 366 days as the case may be. All payments on account of the indebtedness represented by this Note shall be applied to accrued and unpaid interest and the remainder to principal. Interest, principal and all other amounts payable hereunder shall be paid in lawful money of the United States of America in immediately available funds to the Lender at 33 North LaSalle Street, Chicago, Illinois 60602, or such other address as notified by the Lender to the Borrower in writing.

This Note is given in connection with and secured by the Loan Agreement and is subject to the terms and conditions provided in such Loan Agreement, including, without limitation, the rights and requirements as to prepayment and acceleration and extension of the maturity hereof. In the event of a default under the Loan Agreement securing this Note which continues beyond any applicable grace period therein, this Note shall thereupon become immediately due and payable in the unpaid principal amount hereof plus interest at such rates and as provided for in the Loan Agreement.



Borrower and every endorser waive presentment, demand and protest and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of this Note.

This note shall be governed and controlled by the laws of the State of Illinois as to interpretation, enforcement, validity, construction, effect, choice of law and in all other respects.

SHC LIMITED PARTNERSHIP

HY COMMISSION EXPIRES 3/3/94

General Partner

Cre by

SHC

SEP 4 1991 -9 20 AM

INTERSTATE COMMISSION

August 19th, 1991

Attn: Ms. Mildred Lee Interstate Commerce Commission 12X Constitution Ave, NW Rm 2303 Washington, D.C. 20422

Dear Mg. Lee,

The following is an amendment for new car numbers. The left column is the column which we are requesting the Security Lien Agreement and recordization numbers. The right column is the old car numbers before changes, in case you need to reference.

Sincerely,

Dave (Txmp (618)251-6262 T'ARW CAR #'S SIRX 40351 MJVX 10351 10371 SIRY HJVX 10371 5/RX 2524 SHC, L.P. (hopper) 17516 2524 SHC. L.P. (hopper) ſŋ 51RX 2679 CHE, L.P. (hopper) 2KTP SHC. L.P. (hopper) 09 RECORDATION AND FILED MES 51R 2704 SHC. L.P. (hopper) 9 2704 SHC. L.P. (hopper) 2738 SHr. L.P. (hopper) 1991 -9 no AM Çn 2738 SHC. L.P. (hopper) SFP4 ij, 2762 SPC. L.P. (hopper) (0 2762 SHC. L.P. (hopper) INTERSTATE CONVERCE COMMISSION 2764 SHC. L.P. (hopper) 2754 SHC. L.P. (hopper) 19 16026 SPC. L.P. (hopper) FILLY 16026 SHC. L.P. (hopper) 44046 SHC. L.P. (hopper) 1103 44046 SHC. L.P. (hopper) Inngaa SHC, L.P. (hopper) Į ;i 200014 SHC. L.P. (hopper) 200001 SHC. L.P. (hopper) 11 200001 SHC. L.P. (hopper) 200120 SHC. L.P. (hopper) 200120 SHC. L.P. (hopper) 1 1 200235 SHC, L.P. (hopper) 200236 SHC, L.P. (hopper) LH 200247 SPC. L.P. (hopper) 111 200247 SHC. L.P. (hopper) 200269 SHC. L.P. (hopper) 200268 SHC. L.P. (hopper) 11 200200 SHC. L.P. (hopper) ( ; 200299 SHC, L.P. (hopper) 7 203121 SHC. L.P. (hopper) (hopper) CSXT €03121 SHC. L.P. 205043 SHC. L.P. (hopper) LH 205043 SHC. L.P. (hopper) 205160 SHC, L.P. (hopper) 11 205160 SHC. L.P. (hopper) 205168 SHC. L.P. (hopper) 1,1 205168 SHC, L.P. (hopper) 205197 SHC. L.P. (hopper) 205197 SHC. L.P. (hopper) 11 245019 SHC, L.P. (hopper) GRP 245019 SHC. L.P. (hopper) 245020 SHC. L.P. (hopper) 380 245020 SHC, L.P. (hopper) 245036 SPC, L.P. (hopper) ESXT 245036 SHC, L.P. (hopper) NEW CAR # 3 245075 SHC. L.P. (hopper) ŞŔŊ 245076 SHC. L.P. (hopper) 246145 SHE. L.P. (hopper) 246145 SHC. L.P. (hopper) 246168 SHC, L.P. (hopper) ONLY THING 246168 SHC. L.P. (hopper) 580 24F25R SHC. L.P. (hopper)-CHANGED 15 246258 SHC, L.P. (hopper) 980 245260 SHC. L.P. (hopper) (hopper) SAD 245260 SHC. L.P. SIRX PREFIX 246271 SHC. L.P. (hopper) can 245271 SHC. L.P. (hopper) 245284 SHC. L.P. (hoppér) 380 2452R4 SHC. L.P. (hopper) 246300 SHC. L.P. (hopper) 246300 SHC, L.P. (hopper) SBD 246381 SHC. L.P. (hopper) SRO 246381 SHC, L.P. (hopper) 216397 SHC. L.P. (hopper) 246397 SHC. L.P. (hopper) \$80 245426 SHC. L.P. (hopper) CRD 248426 SHC. L.P. (hopper) 216429 SHC. L.P. (hopper) SBO 246429 SHC. L.P. (hopper) 2454P1 SHC. L.P. (hopper) 245481 SHC. L.P. SRD (hopper) 246482 SHC. L.P. (hopper) 246182 SHC. L.P. (hopper) 660 24549@ SHC. L.P. (hopper) 380 246490 SHC. L.P. (hopper) 248398 SHC. L.P. (hopper) 248398 SHC. L.P. (hopper) CSD. 249540 SHC. L.P. (hopper) SBD , 249540 SHC. L.P. (hopper) T 255462 SHC. L.P. (hopper) CSXT 255462 SHC, L.P. (hopper) 602053 SHC. L.P. (hopper) 602053 SHC, L.P. 80 (hopper) 602119 SHC. L.P. (hopper) RO 602119 SHC. L.P. (hopper) 602170 SHC, L.P. (hopper) ŔŊ K02170 SHC, L.P. (hopper) 602250 SHC. L.P. (hopper) Pņ 602250 SPC. L.P. (hopper) 603281 SHC. L.P. (hopper) 80 K03281 SHC. L.P. (hopper) 606070 SHC. L.P. (hopper) 81 606070 SHC. L.P. (hopper) 837016 SHC, L.P.

CAPS CONTRACTED FOR BY SHE. RUT HOT PAID FOR YET.

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837044 SHC, L.P.

(hopper)

(hopper)

(hopper).

CARS CONTRACTED FOR BY SHC. BUT HOT PAID FOR YET.

837016 SHC, L.P.

837021 SHC. L.P.

837044 SHC. L.P.

(hopper)

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205012 SHC. L.P.	(hopper.)	LH 205042 SHC, L.P. (hopper)
245017 SHC. L.P.	(hopper)	SBD 245017 SHC, L.P. (hopper)
246179 SHC. L.P.	(hopper)	CSYT 246179 SHC, L.P. (hopper)
₹ 246389 SHC. L.P.	(hopper)	SBD 246389 SHC, L.P. (hopper)
246486 SHC, L.P.	(hopper)	580 246486 SHC, L.P. (hopper)
253147 SMC. L.P.	(hopper)	980 253147 SHC, L.P. (hopper)
831028 SHC. L.P.	(hopper)	80 831028 SHC, L.P. (hopper)

NEW CAR H'S

ONLY THING CHANGED 15 FREFIX SIRX

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